



**RFP 98-C-02**

**SERVICES TO:**

- 1) COMPLETE A REQUIREMENTS STUDY AND THE ALTERNATIVE DESIGN STUDY FOR A NEW LAND DIVISION COMPUTER AND COMMUNICATION SYSTEM FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES**

**AND**

- 2) DEVELOP RECOMMENDATIONS AND PLANS FOR CONTINUATION OF THE DEVELOPMENT AND IMPLEMENTATION OF A NEW LAND DIVISION COMPUTER AND COMMUNICATION SYSTEM FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES.**

**SPECIFICATIONS**

**AND**

**APPENDICES**

Questions relating to this proposal solicitation shall be directed to:

Ms. Diedre S. Mamiya, Assistant Land Administrator  
Department of Land And Natural Resources. Land Division  
1151 Punchbowl Street, Room 220, State Office Building, Honolulu, Hawaii

## NOTICE TO OFFERORS

SEALED PROPOSALS FOR CONSULTING SERVICES TO COMPLETE A REQUIREMENTS STUDY, THE ALTERNATIVE DESIGN STUDY, AND TO DEVELOP RECOMMENDATIONS AND PLANS FOR CONTINUATION OF THE DEVELOPMENT AND IMPLEMENTATION OF A NEW LAND DIVISION COMPUTER AND COMMUNICATION SYSTEM FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES.

RFP-98-C-02 will be received at the Department of Land and Natural Resources, Land Division, 1151 Punchbowl Street, Room 220, Honolulu, Hawaii 96813, until 10:00 a.m., May 4, 1998.

Qualified individuals, firms, or corporations that are interested in being considered for providing the consulting services described in this announcement may obtain specifications for the proposal at the above office and may obtain requirements for tasks/activities and deliverable documents required upon completion and submittal of a non-disclosure letter to the Information and Communication Services Division, 1151 Punchbowl Street, Room B10, Honolulu, Hawaii 96813.

Any person, firm or corporation that submits a proposal must provide the State with a current statement or certificate from the State Director of Taxation and the Internal Revenue Service to the effect that all delinquent taxes levied or accrued under State statutes against said person, firm or corporation have been paid, and/or any other evidence requested by and acceptable to the Issuing Officer to demonstrate that the Offeror is not in default of any obligations due to the State or the Internal Revenue Service.

Each proposal shall be in the format established in the specifications. The Issuing Officer reserves the right to cancel this request for proposals and to reject any or all proposals in whole or in part, when in the best interest of the department, as provided in Sections 3-122-95 through 3-122-97, H.A.R.

(Star Bulletin: March 30, 1988)

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# **1. INTRODUCTION**

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## **1.1 REQUEST FOR PROPOSALS OVERVIEW**

This Request for Proposals (RFP) is organized into seven sections with supporting appendices:

**Section 1 INTRODUCTION -- Provides Offerors with general information on the organization and purpose of this RFP, background information on the critical need for consultant services, the State's systems development methodology, and the review of proposals.**

**Section 2 PROPOSAL SUBMITTAL -- Provides Offerors with a general description of the State's procurement procedure, issuing office, contact persons and significant dates.**

**Section 3 PROPOSAL PREPARATION -- Addresses the immediate considerations that the Offeror needs to consider in the preparation of the response to this RFP.**

**Section 4 SCOPE OF SERVICES -- Describes the project approach, objectives, scope of work, deliverables, acceptance, and other specifics relating to the terms and conditions under which the work will be performed.**

**Section 5 CONTENTS OF PROPOSAL -- Provides Offerors with the prescribed contents and format that is to be used when submitting the proposal.**

**Section 6 PROPOSAL EVALUATION -- Describes how proposals will be evaluated by the State of Hawaii.**

**Section 7 GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS -- Describes how the withdrawal of proposals, cost of preparation, contract execution,**

approvals, and other general conditions are to be handled.

## 1.2 BACKGROUND INFORMATION

The mission of the Land Division of the Department of Land and Natural Resources (DLNR) is to provide for the effective use and development of natural resources, including public lands and property under the jurisdiction of the State to meet stated social and economic objectives as well as the environmental and conservation concerns of the State.

The Land Division is responsible for managing approximately 1.4 million acres of public lands which are made available through executive orders, fee sales, leases, revocable permits, licenses, grants of easement and rights-of-entry. Hundreds of requests for such dispositions of public lands are received and processed each year. Currently, the Division manages approximately 960 active leases and 575 revocable permits.

The Land Division also acquires land needed by the State for public purposes and serves as a central repository of government land documents dating back to the Great Mahele of 1848. Approximately 80,000 files are under the custodianship of the Land Division.

The Land Division also administers State programs for water development, flood control, and capital improvement projects; and regulates the State Conservation District.

Organizationally, the Land Division consists of the following branches:

- **Engineering.** The Engineering Branch consists of 27 staff positions, 24 of which are located in Honolulu and one each in Hilo, Lihue and Wailuku. This branch administers capital improvement projects (CIP) for DLNR and State programs in water development and flood control.
- **Land Management.** Four district branches on each of the major islands provide the direct management of State land, including processing requests for State land,

enforcing leases, providing information related to State lands and conducting land maintenance activities. The four districts are:

- Oahu District Branch which consists of four staff and is located in Honolulu, Oahu
- Hawaii District Branch which consists of four staff and is located in Hilo, Hawaii
- Kauai District Branch which consists of four staff and is located in Lihue, Kauai
- Maui District Branch which consists of three staff and is located in Wailuku, Maui

The Support Branch consists of seven staff positions and is located in Honolulu. This branch assists the district branches in processing land acquisitions and dispositions. This branch also handles the State Land Inventory, processes shoreline certifications, develops statewide policies and maintains a database intended to tickle important dates for lease requirements.

- Planning and Technical Services. The Planning and Technical Services Branch consists of six planner positions and four technical services staff (abstractors and appraisers). The planners regulate and enforce land use laws in the State, the Conservation District, including processing Conservation District Use Applications, enforcing Conservation District regulations and providing the public with information related to the Conservation District. The technical services staff provide abstract and appraisal services for the DLNR.

In addition to these positions, the Land Division consists of an Administrator, an Assistant Administrator and a clerical staff of eight positions.

### 1.2.1 Current Situation

The Land Division's current computerized information system consists of the following:



- 1) **Networking.** A wide area network (WAN) and local area network (LAN) are illustrated in Appendix I. The LAN houses DOS-based word processing, spreadsheet and other programs.
- 2) **State Land Inventory.** This database is housed on the Information and Communication Services Division (ICSD) mainframe and contains information related to the parcels owned by the State (e.g. tax map key number, acreage, zoning, current encumbrance, ceded land status, etc.). Inputting, querying and reporting functions are handled by ICSD staff with manual input forms completed by Land Division staff.
- 3) **Accounts receivable program.** The DLNR's Fiscal Office oversees the Automated Revenue Accounting System (ARAS), written in Speed2 for Wang, which is not year 2000 compliant (a separate initiative is underway to correct this deficiency). Data maintained in this system include document number, lessee/permittee name, address, rent amount, fiscal transactions, etc. On-line access to this data is limited to Land Division staff depending on the availability of Wang PC's in the office. Rent delinquencies are handled by Land Division staff by generating notices of default upon receiving monthly aging reports generated by ARAS.
- 4) **Various database programs.** A FoxPro database is housed on the LAN but not accessible to all PC's. This database contains basic lease information (e.g. lease number, lessee name, lease expiration date, rent reopening date, etc.) and is used to "tickle" insurance expiration, rent reopening and other time sensitive lease requirements. This program does not allow querying or the printing of reports or letters. A similar FoxPro database contains information related to appraisal requests and tracks the dates involved in the processing of such requests.

Despite these programs, the large majority of work involved in the creation, monitoring, enforcement and reporting of leases and other dispositions is performed

manually or through WordPerfect files at the present time. The computerized systems which do exist are for specific functions and are not integrated with each other. In some cases, they are not working properly. The outcome is a hodgepodge of fragmented, manual and computerized systems. The impacts of this situation coupled with the large volume of data are:

- 1) Excessive time and effort is wasted on: 1) inputting identical information into numerous separate systems, 2) tracking requests, lease requirements and other time sensitive matters, 3) generating correspondence and other documents from information in computer reports and 4) compiling information for reports or inquiries.
- 2) Internal controls and management oversight require elaborate, labor-intensive schemes.
- 3) Data is unreliable due to duplicative inputting into multiple systems, manual compilation methods used for reports and lack of internal controls.
- 4) Frustration on staff's part and distrust of new attempts to computerize.

In 1996, the Office of the Legislative Auditor conducted a follow-up audit which cited poor records management, lack of formal policies and procedures and inadequate internal control practices.

Also, there has been much public concern and debate over the issue of public lands, including ceded or trust lands. Act 329, SLH 1997, mandated the Department to develop an inventory of ceded lands. The information gathered for this inventory (e.g. parcel boundary descriptions, current title holder, revenues generated, etc.) will be digitized into the Geographic Information System (GIS) for facility of creating maps and gathering land information.

### **1.2.2 Long-term Goals of Computerization**

The overall goals of the Land Division's computerization project are to improve services to

lessees, potential lessees, government agencies and other parties involved with public lands, to increase revenues to the State and to make reliable information on public lands readily available by:

- 1) Streamlining operations by computerizing now manual functions or fragmented systems;
- 2) Improving the accuracy of work produced;
- 3) Increasing the amount of work produced; and
- 4) Improving management oversight and accountability.

### **1.2.3 Desired Outcomes of Computerization**

To achieve these goals, the Land Division envisions a system which will:

- 1) Fully integrate the different data sets and systems related to the management of State lands, including but not limited to, land inventory, accounts receivable, property management, pending requests for State land, Geographic Information Systems (GIS) and other related functions;
- 2) Provide immediate, on-line access to timely, accurate and easily retrievable information;
- 3) Track information on accounts receivables, State land inventory and encumbrances, mail and requests, including tickling important dates and automatically generating default letters or management reports;
- 4) Provide the ability to utilize the data for market, economic and other types of analyses, including the production of a variety of specialized reports;
- 5) Provide ability to communicate between all Land Division offices and with other selected parties at a high rate of speed;

- 6) Be able to be maintained in an efficient and cost effective manner; and
- 7) Be able to incorporate future modernization initiatives without major changes.

The Land Division also has short-range objectives of making immediate changes to the existing system which would maximize its use in the short-term and prepare users for the longer-term changes. These short-range changes would be expected to be in consonance with long-range plans.

### **1.3 PURPOSE OF THIS REQUEST FOR PROPOSALS**

This RFP solicits Consultants who are asked to propose completion of the study phases and a plan for implementation of the recommended solution/design of a new Land Division computer and communication system for the Department of Land and Natural Resources.

Proposals may be submitted for the project that will include services and deliverables in accordance with the State standard methodology for system development or another pre-approved methodology. All services and deliverables must be fully described and priced in proposals which must contain all sections described in Section 5 - Contents of Proposal of this RFP.

### **1.4 PROPOSAL REVIEW COMMITTEE**

A Proposal Review Committee (PRC) will manage this procurement process, review and evaluate the proposals, and make recommendations to the Procurement Officer regarding the selection of the Contractor. The PRC will be comprised of technical and administrative representatives of the DLNR and the Information and Communication Services Division (ICSD) of the Department of Accounting and General Services. The PRC will have the full authority, within established legal limits, to make decisions on behalf of the State during the RFP process.

When a Contractor is selected and a contract signed, the functions of the PRC will terminate and the PRC will disband.

**A Project Steering Committee (LANDPSC) will be constituted to monitor the work and interact with the Contractor.**

## **2. PROPOSAL SUBMITTAL**

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### **2.1 PROCUREMENT PROCEDURE**

This section describes this RFP's procurement process. The process is authorized by and closely follows the process established in Subchapters 5 and 6 of Chapter 3-122, Hawaii Administrative Rules (H.A.R.) implementing Chapter 103D Hawaii Revised Statutes (HRS). All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror.

The procurement process begins with the issuance of the RFP, and the submittal by prospective offerors of letters of intent to propose and the non-disclosure required for use of SDM/Structured as the State standard the methodology for systems development. All questions regarding the RFP or the project shall be submitted to the Issuing Officer. Formal responses to written questions or inquiries regarding the RFP shall be answered by the State. Changes to the RFP will be made on a replacement page basis with modifications or alterations identified by change identifiers (e.g., numbers or letters) along with the revision date.

Offerors who plan to use a methodology other than the State's SDM/Structured to complete the work under this RFP must submit a written request. SDM/Structured is a proprietary methodology for which information cannot be made available to third parties without certification of non-disclosure. Information about the tasks/activities and deliverables required under this RFP and contract shall be in accordance with SDM/Structured, or another pre-approved methodology. An overview of SDM/Structured may be obtained by submitting a non-disclosure letter to the ICSD. Detail SDM/Structured manuals are available at the ICSD.

The next major phase involves the preparation and submittal of the Proposal. Each Offeror may submit only one (1) proposal. Alternate proposals will not be accepted. The Proposal must be submitted in a sealed envelope. Each Proposal will be reviewed to determine whether it is in compliance with the RFP's requirements as to form and content.

Those Offerors who fail to meet the Compliance Review (see Appendix G, PROPOSAL COMPLIANCE REVIEW) will be (1) mailed a Notice of Compliance Disqualification, certified return receipt on the date specified in Section 2.4, SIGNIFICANT DATES, and (2) disqualified from further consideration for this project.

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and the scope of work. Any proposal offering any other set of terms and conditions, or terms or conditions contradictory to those included in this RFP, may be disqualified without further notice.

An Offeror will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- There is evidence of collusion among Offerors, in which case all proposals and Offerors involved in the collusive action will be rejected.
- The Offeror has shown a lack of responsibility and cooperation as demonstrated by past work.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make it incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into an agreement pursuant to an award, or has provisions contrary to those required in the solicitation.
- The proposal is delivered after the deadline specified in the timetable.

Those Proposals that satisfy the Compliance Review criteria, shall be substantively reviewed by the PRC to develop the Priority Listed Offerors. The Top Three (3) Priority Listed

Offerors may be invited to discuss their proposals with the PRC. The PRC reserves the right to expand the discussion list if it is determined that expanding the list is in the best interest of the State. The PRC will notify the Top Three (3) Priority Listed Offerors in writing if the list is to be expanded.

Following any discussions, the top three (3) Priority Listed Offerors will be invited to submit their Best and Final Offer. The PRC reserves the right to have a second round of discussions with the top three (3) Priority Listed Offerors prior to the submission of the Best and Final Offer, should that prove necessary for the complete and fair evaluation of the Proposals.

After receipt and review of the Best and Final Offers, the PRC will make its recommendation to the Procurement Officer. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set in Section 6.3, SUBSTANTIVE EVALUATION.

The PRC and the department reserve the right to determine what is in the best interests of the State for purposes of reviewing proposals submitted in response to this RFP. The PRC intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement effort. The department also reserves the right to cancel this solicitation or reject offers in whole or in part when it is in the best interest of the purchasing agency as provided in Subchapter 11 of Chapter 3-122, H.A.R.

The State will combine the RFP and all addenda, and the Proposal into a single document that will become a part of the contract.

## **2.2 METHODOLOGY FOR DEVELOPING THE RFP**

Development of all tasks encompassed by this RFP must follow the State's Executive Branch standard, SDM/Structured. However, the Offeror may utilize its own standard or methodology by obtaining authorization from the ICSD in writing as stated in Section 3.3, AUTHORIZATION TO USE ANOTHER METHODOLOGY by the Due Date stated in Section 2.4, SIGNIFICANT DATES.



Offerors who plan to use a methodology other than the State's SDM/Structured to complete the work under this RFP must submit a written request. SDM/Structured is a proprietary methodology for which information cannot be made available to third parties without certification of non-disclosure. Information about the tasks/activities and deliverables required under this RFP and contract shall be in accordance with SDM/Structured, or another pre-approved methodology. An overview of SDM/Structured may be obtained by submitting a non-disclosure letter to the ICSD. Offerors may call the ICSD Contact Person (see Section 2.5, ISSUING OFFICER AND CONTACT PERSON) to arrange to view a copy of the SDM/Structured manuals.

### **2.3 PROPOSAL DUE DATE**

The Proposals are due at the Issuing Officer's address no later than the date and time specified for Proposal Due in Section 2.4, SIGNIFICANT DATES.

Proposals must be delivered by that date and time to the Issuing Officer specified in Section 2.5, ISSUING OFFICER AND CONTACT PERSON. Proposals received earlier will be held unopened. Late Proposals will be rejected unopened.

Proposals that do not comply with the requirements shall not be considered and shall be returned to the Offeror with a letter explaining the reasons for its return. The official time shall be that recorded on the Issuing Officer's time stamp clock. These conditions apply regardless of whether a Proposal is mailed or hand-delivered.

## **2.4    SIGNIFICANT DATES**

**(All time is shown as Hawaiian Standard Time, (HST))**

Advertisement of RFP and Proposal Pick-up	March 30, 1998
Deadline for Written Inquiries; 10:00 a.m.	April 13, 1998
Deadline for Letter of Intent; 10:00 a.m. (Principal Contractors Only)	April 13, 1998
Response to Offerors' Written Inquiries Mailed	April 27, 1998
Proposal Due; 10:00 a.m.	May 4., 1998
Compliance Review for Proposals	May 4 -7, 1998
Compliance Qualification/Disqualification Notification	May 8., 1998
Substantive Review of Proposals	May 8-21, 1998
Selection of Priority Listed Offerors	May 21-22, 1998
Discussions with Priority Listed Offerors	May 22-29, 1998
Best and Final Offer Due; 10:00 a.m.	June 8, 1998
Consultant Selection	June 15, 1998
Estimated Contract Issuance Date	June 29, 1998
Estimated Start Date	July 1, 1998
Estimated Completion Date	February 28,1999

## **2.5    ISSUING OFFICE AND CONTACT PERSON**

This RFP is issued by the Department of Land and Natural Resources (DLNR).

The DLNR Procurement Officer's name, mailing address, and phone numbers are as follows:

**Mr. .Michael D. Wilson  
Department of Land and Natural Resources  
Office of the Chairperson  
1151 Punchbowl Street, Room 130  
Honolulu, Hawaii 96813**

**(808) 587-0400  
(808) 587-0390 (FAX)**

The Issuing Officer and the Department Contact Person's name, mailing address, and phone numbers are as follows:

**Ms. Dierdre S. Mamiya, Assistant Land Administrator  
Department of Land and Natural Resources  
Land Division  
1151 Punchbowl Street, Room 220  
Honolulu, Hawaii 96813**

**(808) 587-0426  
(808) 587-0455 (FAX)**

The ICSD Contact Person's name, mailing address, and phone numbers are as follows:

**Ms. Barbara Tom  
Data Processing Systems Manager  
Information and Communication Services Division  
1151 Punchbowl Street, Room B10  
Honolulu, Hawaii 96813**

**(808) 586-1920  
(808) 586-1922 (FAX)**

### **3. PROPOSAL PREPARATION**

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#### **3.1 INTENTION TO PROPOSE**

All Offerors are required to submit a Letter of Intent to the Issuing Officer by the date and time specified in Section 2.4, **SIGNIFICANT DATES**. See Appendix A, **LETTER OF INTENT**, for the suggested format. If a Letter of Intent is not received, a vendor will NOT be considered a prospective Offeror. Letters of Intent may be submitted via facsimile machine, mailed, or delivered in person. Updates to the RFP and responses to written inquiries will be in writing and will be mailed to all prospective Offerors who have submitted a Letter of Intent. Submitting a Letter of Intent does not bind the prospective Offeror to submit a Proposal nor does non-submittal of a Letter of Intent prevent any prospective Offeror from submitting a proposal. The Letter of Intent is a vehicle used by the State to identify prospective offerors for distribution of RFP information and for planning the work and schedules for proposal reviews by the PRC.

#### **3.2 WRITTEN INQUIRIES**

Written inquiries concerning this RFP shall be submitted to the Issuing Officer at the Issuing Officer's address no later than the date and time specified in Section 2.4, **SIGNIFICANT DATES**. No Offerors' conference will be held.

Written inquiries must be received, not simply postmarked, by the Issuing Officer by the deadline specified. Written inquiries must state the page, paragraph, and line or sentence to which the question relates.

All written inquiries received by the Deadline for Written Inquiries specified in Section 2.4, **SIGNIFICANT DATES**, shall receive a written response that will be mailed to each Offeror who has submitted a Letter of Intent. All written responses shall be issued as an addendum to the RFP and become, thereby, part of the RFP.

Oral questions will be allowed and spontaneous answers to these questions will be provided by the State. However, Offerors must understand that responses to the oral questions will not be binding on the State. Offerors are specifically

cautioned that verbal discussions, questions, and replies thereto shall not have the effect of changing the provisions of the written RFP. If Offeror wants a formal answer to oral questions, Offeror must submit questions to the Issuing Officer in writing by the Deadline for Written Inquiries in Section 2.4, SIGNIFICANT DATES.

### **3.3 AUTHORIZATION TO UTILIZE ANOTHER METHODOLOGY**

If Offeror plans to use a methodology other than AGS Management Systems, Inc. SDM/Structured, a written request must be sent to ICSD by the deadline in Section 2.4, SIGNIFICANT DATES.

Authorization will be granted if the proposed methodology can be shown to contain complete instructions and guidelines for developing information systems under a phased deliverable approach such as described by SDM/Structured or as compressed by common information engineering methods to Planning, Analysis, Design, Construction, and Audit phases. The proposed methodology will define tasks, activities and deliverables with clear guidelines and quality controls for each to assure that all relevant issues, problems, functions, data, processing, and control objectives are met by the deliverable system and its documentation.

The proposed methodology shall be requested for review and authorization for its use in completion of work in response to this RFP by letter addressed to the ICSD Contact Person.

The proposed methodology shall be fully described and a cross reference of the tasks, activities, and deliverable document contents between the proposed methodology and SDM/Structured shall be provided. A sample work plan, deliverable document Table of Contents, and detail descriptions and guidelines for sample tasks and activities is to be submitted for ICSD review.

The ICSD will complete its review and reply in writing to the requester within ten (10) working days after the request is received at ICSD.

If Offeror does NOT receive authorization to utilize another methodology, then Offeror must comply with the SDM/Structured Methodology.

SDM/Structured is a proprietary methodology for which information cannot be made available to third parties without certification of non-disclosure. Information about the tasks/activities and deliverables required under this RFP and contract shall be in accordance with SDM/Structured, or another pre-approved methodology. An overview of SDM/Structured may be obtained by submitting a non-disclosure letter to the ICSD

### **3.4 SUPPORTING DOCUMENTATION**

The following documents are on file with the ICSD Contact Person designated in Section 2.5, ISSUING OFFICER AND CONTACT PERSON. Prospective Offerors wishing to examine any of these may do so by making arrangements with the ICSD Contact Person:

- SDM/Structured Manuals
- DP Statewide Standards Manuals

## **4. SCOPE OF SERVICES**

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### **4.1 GENERAL STATEMENT**

This RFP solicits offers to evaluate the Land Division's system requirements, to analyze alternative solutions for computerization of the Land Division, to develop the hardware and software bid specifications and to develop a plan for the implementation of a new system.

The Land Division seeks the following services:

- 1) Conduct a review of the Land Division's current data processing systems and workflows;
- 2) Assess system needs, including process, function, data, security and other technical requirements, preferably utilizing modeling techniques;
- 3) Assess alternative short- and long-term data processing solutions, including cost benefit, other tangible benefits, intangible considerations and analysis and recommendations;
- 4) Upon selection by the State of a solution, prepare technical specifications for software and/or hardware to be acquired.
- 5) Develop a comprehensive, phased plan which will allow the State to continue development/implementation of the selected solution/system design for the Land Division. The plan should address short and long term computerization for the Land Division to begin to meet objectives as soon as possible.

It is the responsibility of the Contractor to deliver all the products and services detailed in this RFP in accordance with the State standard methodology for the tasks and activities, as well as deliverable phase end documents for the System Requirements Definition and the System Design Alternatives

Phases and documents (or a pre-approved contractor methodology and its tasks/activities and documentation).

All work shall be in accordance with the specifications, GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS, and appendices, included herein.

#### **4.2 WORK PLAN**

The Offerors must provide a work plan in their proposals that follows the State standard methodology (or a pre-approved methodology) for system development study phases, can be shown to be complete, and includes all tasks described above.. A Final Work Plan must be submitted by the Offeror on the date specified in Section 2.4, SIGNIFICANT DATES.

Offeror shall furnish all services necessary to complete study phases of development of a new Land Division computer and communication system.

#### **4.3 WARRANTIES**

All software supplied with the contract shall be warranted to be free of defects for twelve (12) months from the date of acceptance by the State. Consultation and correction of defects will be made by the vendors supplying the software with Contractor's oversight. There will be no charge to the State during warranty periods.

#### **4.4 PROJECT MANAGEMENT**

Once a contract is signed, the DLNR Land Division Project Steering Committee (LANDPSC) will function as the reviewing authority throughout the duration of the project covered by this RFP. The LANDPSC will be actively involved in advising and working with the Contractor. The LANDPSC will appoint a project manager who will head up the project and the LANDPSC will replace the PRC.

#### **4.5 CONTRACTOR STAFFING REQUIREMENTS**

The names and resumes of personnel who will be assigned to this project must be submitted in the Proposal. All personnel for whom resumes are submitted must be employed



by the Contractor before the Date of Contract Issuance as defined in Section 2.4, SIGNIFICANT DATES.

Personnel whose names and resumes are submitted in the proposal shall not be removed from this project without prior approval of the LANDPSC. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the LANDPSC.

The LANDPSC shall have the right, and the Contractor will comply with any request, to remove personnel from all work on this project effective immediately upon notification by the LANDPSC.

#### **4.6 RESPONSIBILITIES**

##### **4.6.1 LANDPSC Project Manager's Responsibilities**

The responsibilities shall include:

- a. Serving as the primary liaison for the State in all official actions and interactions with the Contractor.
- b. Monitoring the project plan and working with the Contractor to remedy any slippage.
- c. Cooperating with the Contractor personnel in obtaining information as may be required for all project tasks.
- d. Addressing and soliciting upper management support for the project to include other State departments and agencies if their assistance is required.
- e. Scheduling appropriate interim reviews of each task's development between the department and the Contractor.
- f. Ensuring that the department's reviews and approvals are provided on a timely basis.
- g. Appointing the Project Coordinator to oversee the day-to-day work on the project.

#### **4.6.2 Project Coordinator's Responsibilities**

The responsibilities of this person will assure the daily project team work, much like a project manager, and shall include the following:

- a. Overseeing the day-to-day work of the project tasks.
- b. Serving as the leader of the Project Team.
- c. Filling in for the LANDPSC (Steering Committee) Project Manager on an acting basis in the absence of the project manager.
- d. Assisting the LANDPSC Project Manager and the department in completing its project successfully.

#### **4.6.3 Project Team Responsibilities**

- a. Coordinating and monitoring progress of tasks which are assigned over the life of the project.
- b. Providing technical support in the areas of Communications, Applications, Computer Systems, and Computer Operations.

#### **4.6.4 Contractor Team Responsibilities**

- a. Designating a Lead Consultant as spokesperson to whom all communications shall be addressed and who shall have authority to make decisions on behalf of the Contractor.
- b. Delivering the products and services required of this RFP..
- c. Holding project status meetings with the LANDPSC on an as needed basis, but no less than once a month, to provide project updates.
- d. Submitting monthly updates of Gantt charts, resource usage reports, and status reports on all project phases.

- e. Presenting the project's deliverables (documentation) to the LANDPSC.

#### **4.7 MAINTENANCE OF OFFICES**

For the duration of work on this project, it will be necessary for all members of the Project Team to work together. The Contractor shall maintain offices in Hawaii, preferably in the downtown Honolulu area. The State will not provide office space or office supplies for any contracted personnel.

The State may make available adequate temporary work space and equipment when possible, during the contract duration, but not on a full-time basis.

## **5. CONTENTS OF PROPOSAL**

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### **5.1 INTRODUCTION**

The intent of this section is to standardize the Proposals to allow for easier comparison and to ensure that minimum requirements are met by each proposal. It is not an attempt to limit the content of the Proposals in any way. The Offeror may include any additional data or information that is deemed pertinent to this RFP. However, the Proposal should be prepared simply and economically, providing a straightforward and concise delineation of the Offeror's ability to satisfy the requirements of this RFP.

Services proposed must be described and priced separately and each proposal must contain all sections described below.

### **5.2 TRANSMITTAL LETTERS**

A Transmittal Letter shall be attached to the Proposal. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead paper and shall be signed by an individual authorized to legally bind the Offeror.

#### **5.2.1 Offeror's Letter**

The Transmittal Letter shall include:

- a. A statement indicating that the Offeror, and its subcontractors, if any, are corporations or other legal entities.
- b. A statement that the Offeror and its subcontractors, if any, are or will be registered to do business in Hawaii and will obtain State General Excise Tax Licenses by the start of the work.
- c. A statement acknowledging that all addenda to this RFP issued by the DBF have been received by the Offeror. If no addenda have been received, a statement to that effect shall be included.

- d. A statement that the Offeror's Proposal and the prices listed in the Proposal are firm and shall remain so throughout the Contract period.
- e. A statement acknowledging that the Offeror is aware that the successful Offeror will be prohibited from bidding on the hardware, software and services that are recommended at the end of Phase 1.

#### **5.2.2 Subcontractor's Statement**

If subcontractors will be used, a statement from each subcontractor must be appended to the Transmittal Letter, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractor's willingness to perform the work indicated.

### **5.3 PROPOSAL**

#### **5.3.1 Introduction**

When an Offeror submits a Proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and for accomplishing any supplemental tasks the Offeror has identified as required to successfully produce the deliverables. The Offeror's plan must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP, including all contractual services.

Any and all corrections to the Proposal shall be initialed in ink by the person signing the proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

All Proposals will remain confidential until a contract is executed by all parties. Thereafter, the winning Proposal will be made public except for those

sections which the Offeror considers, and the State agrees, to be trade secrets or proprietary material. All unsuccessful Offeror's Proposals shall be a part of the contract file and available to public inspection.

The Proposal shall include the parts explained in section 5.3.2, REQUIRED LETTERS, through Section 5.3.8, CERTIFICATION, of this RFP and shall use the same section titles for identification purposes. In addition, warranties as stated in Section 4.3, WARRANTIES, of the RFP must be addressed as a separate section within the Proposal. The Proposal shall be organized as follows:

**Section I: Proposal and Transmittal Letters**

**Section II: Executive Summary**

**Section III: Project Approach, Work Plan and Schedule**

**Section IV: Organization and Staffing**

**Section V: Corporate Background**

**Section VI: Price**

**Section VII: Certification**

**Attachment A: Staff Resumes**

**Attachment B: Staff References**

**Attachment C: Corporate Financials**

**Attachment D: Corporate References**

**Attachment E: Exceptions to RFP**

**5.3.2 Required Letters**

**Proposal Letter:**

**A State of Hawaii standard Proposal Letter, in the form shown in Appendix C must be:**

- a. Signed by an individual or individuals authorized to legally bind the Offeror,
- b. Dated, and
- c. Affixed with the corporate seal, if any.

If the Offeror is a corporation, evidence in the form of a certified copy of a corporate resolution or certified copy of articles of incorporation or bylaws shall be submitted showing the individual's authority to bind the corporation. If the Offeror is a partnership or joint venture, each member of the partnership or joint venture must sign the proposal letter, or evidence, in the form of a partnership agreement or joint venture agreement must be submitted showing that the individuals signing the proposal letter have the authority to bind the partnership or the joint venture. The fully executed proposal letter must be submitted along with the technical proposal.

**Transmittal Letter:**

The transmittal letter must be included as part of the Offeror's technical proposal. The transmittal letter must be on the Offeror's official business letterhead and must be signed by an individual or individuals authorized to legally bind the Offeror and be affixed with the corporate seal, if any. The same evidence used in connection with the proposal letter shall be sufficient evidence of authority to sign the Transmittal Letter, if they are signed by the same person. Otherwise separate evidence must be submitted as to the authority of the individual signing the Transmittal Letter to bind the Offeror. The transmittal letter shall include a statement that the Offeror understands and will comply with all terms and conditions in the RFP.

**5.3.3 Executive Summary**

The Executive Summary shall condense and highlight the contents of the Proposal in such a way as to provide a broad but clear understanding of the entire proposal.

**5.3.4 Project Approach, Work Plan and Schedule**

**Project Approach:**

This section shall provide an overview of the entire project with the objective of demonstrating the Offeror's understanding of the tasks involved to produce each of the deliverables. This section shall contain a description of how the Offeror proposes to carry out these tasks and why this approach was selected. It is important that this section not only demonstrate the Offeror's understanding of the requirements of the RFP, but also demonstrate an understanding of the current operation, operational environment, and functionality of the critical application systems and the reasons for selecting the proposed approaches. Therefore, the following considerations shall be included:

- a. The Offeror's approach and strategy for developing a complete study of the Land Division and its automation alternatives as well as a plan for implementation of the computer and communication system.
- b. The identification of specific, significant considerations in the user areas.
- c. The approach and strategy for addressing technological considerations.
- d. A delineation of any anticipated problems.

**Work Plan and Schedule:**

This section shall also include a detailed work plan for the tasks required to produce each of the deliverables covered by this RFP. It shall include:

- a. A description of each task, the objectives of the task, personnel assigned to the task, the estimated hours per person assigned to each task with billable rates (if applicable), the estimated start and end date of each task, and the deliverable time(s).
- b. Indications of dependencies and milestones.



- c. A clear and understandable graphic layout Gantt chart, showing the planned start and estimated end dates of all of the tasks.

A workplan is crucial to allow the PRC to gauge the Offeror's relative understanding of the tasks at hand.

### **5.3.5 Project Organization and Staffing**

This section shall include:

- a. The project organization chart, showing the chain of authority and responsibility of the Offeror's project personnel. All personnel to be assigned to the project are to appear on the organization chart. Names and work locations of project personnel shall be included. The total number of personnel in the organization chart is to be shown.
- b. Descriptive information for personnel, indicating their titles, fax and phone numbers, major areas of responsibility and location during each phase of the contract with proposed estimates of the staff-hours to be provided by each individual.
- c. Included in Attachment A of the Proposal shall be a resume of each individual who appears on the organization chart. Resumes shall highlight experiences on specific projects that may be related to this project. Resumes should contain information relating to each person's experience, education, and skills (including, but not limited to, specific degrees, dates, names of employers, position titles, and educational institutions).
- d. Included in Attachment B of the Proposal shall be references for each individual whose resume is included in Attachment A. There shall be at least three (3) references for each individual. Each reference shall include the contact person's name, address, and telephone numbers. References shall be former employers or persons who can provide information on the individual's experience and competence.

- e. A description of all projects previously performed by the Lead Consultant that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used. Client references, along with contact telephone numbers, shall also be provided. The department reserves the right to contact any of the Offeror's previous clients, including client references, to assess the Offeror's quality of work performed.
- f. If subcontractors are used, the information required in items a-e in section 5.3.5, PROJECT ORGANIZATION AND STAFFING, must also be provided for the subcontractors.

#### **5.3.6 Corporate Background and Experience**

This section shall include for the Offeror and each subcontractor (if any): the background of the company, its size and resources, details of corporate experience relevant to the project, and a list of other current or recent related projects. The proposal shall include the following:

- a. A description of projects previously performed by the company that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used.
- b. Included in Attachment C of the Proposal shall be the financial statements for the company, preferably audited, for the previous three years. If this data is unaudited, copies of filed tax returns must be provided. As with trade secrets or other proprietary data, an Offeror shall request in writing, nondisclosure of the financial information to be kept confidential. Otherwise, contents of all proposals shall be made public as provided in section 3-122-58 after a contract is signed by all parties.
- c. Identification of litigation currently impacting the company, if any.

- d. Included in Attachment D of the Proposal shall be at least three (3) recent client references. These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief description of work performed for the client. By listing the references, Offeror grants the State authorization to contact these client references.
- e. Included in Attachment E of the Proposal shall be an original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted. The tax clearance shall be obtained on the Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearances. Please refer to the attached Appendix C for the tax clearance packet for the forms.

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form Temp B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your offer. See Appendix C, TAX CLEARANCE PACKET for the form.

#### 5.3.7 Price

Offerors shall propose a Total Price to complete all tasks as defined in this RFP. The Offerors shall also break-down the price into each of the three major phases of the project -- system requirements, system design alternatives, and implementation planning. A further breakdown of the pricing structure may be requested during the Proposal Review. The Proposal shall also indicate hourly costs for each of the personnel assigned to the project. Include in the Proposal all travel to and from

the Continental U.S., living expenses, and taxes required for completion of the project.

The prices will be inclusive of all federal, state and local taxes. All proposals will be submitted on the provided forms included in the Proposal submission Packet. Proposals that request compensation on the basis of cost plus or open-ended rate schedules will not be considered.

As it relates to these items, however, the price should include the Offeror's costs for preparing the documents, assisting the LANDPSC, and monitoring the project as required.

#### **5.3.8 Certification**

Proposal shall include a certification that:

- a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
- b. Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- c. No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.
- d. The price shall remain in effect for six (6) months following the date that proposals are due.

#### **5.3.9 Exceptions to RFP Requirements/specifications/provisions**

Any part of a proposal that is not exactly as defined in the RFP must be explained. The proposed benefit to the State of any revision or exception to the work or products

requested must be fully described but may no be considered.

#### **5.4 BEST & FINAL OFFER**

Following the discussions between the PRC and the top three (3) Priority Listed Offerors, the top three (3) Priority Listed Offerors may be asked to provide their Best & Final Offer.

If a Best & Final Offer is identical to the initial proposal, the Offeror need only send a notification stating this fact and the previous submittal will be used as the best and final offer. This letter shall be in the form of a standard business letter on official business letterhead stationary, shall indicate the Offeror's exact legal name, and shall be signed by an individual authorized to legally bind the Offeror.

The Best & Final Offer must be submitted by the date and time specified in Section 2.4, SIGNIFICANT DATES.

The Offeror is requested to use the exact legal name, as registered at the Department of Commerce and Consumer Affairs, in the appropriate space on the Proposal Forms. Failure to do so may delay execution of the contract.

The contents and format of the BEST & FINAL OFFER are identical to the PROPOSAL as specified in Section 5.3, PROPOSAL. The Offerors shall highlight the items which vary from the original offer.

#### **5.5 PACKAGING OF PROPOSAL**

Five (5) sets of the Proposal are required, one to be clearly marked as ORIGINAL and the others as COPY \_\_\_ of 4 COPIES. The original is to be single sided, unbound and is to be signed by the person with the authority to commit the Offeror.

The envelope of the Proposals must:

- a. Be clearly marked as follows:  
**DLNR LAND DIVISION PROJECT PROPOSAL  
SUBMITTED IN RESPONSE TO RFP-98-C-02  
1151 PUNCHBOWL STREET, ROOM 220**

**HONOLULU, HAWAII 96813**

- b. Indicate the name, address, telephone number and FAX number of the Offeror; and,
- c. Be sealed.

**5.6 PACKAGING OF BEST AND FINAL OFFER**

Five (5) sets of the Best & Final Offer will be required, one clearly to be marked as ORIGINAL and the others as COPY \_\_ of 4 COPIES, the original to be signed by a person with the authority to commit the Offeror.

The envelope for the Best & Final Offer must:

- a. Be clearly marked  
"DLNR LAND DIVISION PROJECT  
BEST & FINAL OFFER"
- b. Indicate the name, address, telephone number and FAX number of the Offeror; and,
- c. Be sealed.

## **6. PROPOSAL EVALUATION**

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### **6.1 EVALUATION COMMITTEE**

Proposals submitted by the deadline specified in Section 2.4, **SIGNIFICANT DATES** in response to this RFP shall be evaluated by the PRC. Anyone who finds himself or herself in a conflict of interest, as defined by the Rules of the Ethics Commission, shall be immediately replaced.

### **6.2 PROPOSAL COMPLIANCE REVIEW**

The PRC shall perform an initial evaluation each Proposal to determine whether it complies with and is responsive to the RFP instructions. At this stage, Proposals will be reviewed for timeliness of submission, completeness, and compliance with the requirements and qualifications specified in this RFP. The Executive Summary and the Corporate Background and Experience sections will be evaluated as part of the Compliance Review. The PRC will evaluate the price and its supporting documentation against realistic contemporary prices. The PRC will also be evaluating the price to confirm that the total of the individual proposal item prices matches the Total Proposal Price. In case of an error in addition, the sum arrived at after adding the individual proposal items prices will govern. Offerors must include all required items in order to qualify. The checklist of items is included in Appendix G, **PROPOSAL COMPLIANCE REVIEW**.

At this stage, the evaluation of the Proposals shall be on a mandatory "pass/no pass" basis. Those Proposals that do not comply with the requirements of the RFP will be rejected from further consideration. A Notice of Compliance Disqualification shall be sent to those Offerors whose Proposals are disqualified under this section by the date shown in Section 2.4, **SIGNIFICANT DATES**.

### **6.3 SUBSTANTIVE EVALUATION**

Those Proposals that meet the requirements of the RFP during the Compliance Review shall then be fully evaluated according to the criteria listed below. Overall, the Proposal must demonstrate the Offeror's understanding of the issues and the ability to meet and satisfactorily produce all contractual requirements listed in the RFP, including all contractual

services. The price must be realistic given the work plan, and must illustrate an aggressive, competitive approach to maximizing the State's limited resources.

Each member of the PRC will rank the Proposals from best to worst. The rankings and the rationale for the positioning will then be discussed at evaluation meetings by the PRC members. When the discussions have been exhausted, the members will be asked to rank the Proposals independently. The individual PRC member's Proposal rankings will be averaged to determine if the proposal is acceptable, potentially acceptable or unacceptable. The three (3) Proposals with the highest average ranking will be designated as the Three (3) Priority Listed Offerors.

The PRC will use the following criteria for the substantive evaluation of the Proposals and as a basis for their ranking:

- a. **Experience, demonstrated knowledge and depth of understanding of the issues related to the work proposed (15%)**

The consultant must have demonstrated by provided client references and its proposal contents that expertise in system development requirements, design, alternative studies, and planning for application and communication systems implementation is adequate to complete the work required in this RFP. for consideration to provide the services required by this RFP.

- b. **Creativity in the overall approach and in the approach to each phase or part of the project proposed (5%)**
- c. **Approach, comprehensiveness of and logic in the workplan (20%)**
- d. **Ability of the Offeror to perform based upon demonstrated experience and performance on similar projects (25%)**

The consultant must have demonstrated by Provided client references and its proposal contents that expertise in system development requirements, design, alternative studies, and planning for application and communication systems implementation is adequate to complete the work



required in this RFP. for consideration to provide the services required by this RFP.

- e. Organization, staffing, and qualifications of personnel assigned to the project (20%)
- f. reasonableness of the prices (10%)
- g. Corporate background (5%)

#### **6.4 NON-DISCLOSURE OF PROPOSALS**

The contents of any proposal shall not be disclosed during the review, evaluation, discussion or negotiation process. Once a contract has been signed by all parties, all proposals, successful and unsuccessful, become available for public inspection. Those sections which the Offeror and the State agree are confidential and/or proprietary shall be excluded from access.

#### **6.5 DISCUSSIONS**

Discussions may be held with the top three (3) Priority Listed Offerors. These discussions are intended to answer any questions the PRC may have regarding an Offeror's proposal.

The content and extent of each discussion will be determined by the PRC's evaluation of the deficiencies in each proposal. The PRC will not indicate to an Offeror a price that it must meet in order to obtain further consideration nor will the PRC advise an Offeror of its price standing relative to another Offeror. However, the PRC may inform an Offeror that its price is considered too high or unrealistic.

The PRC will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include: proposed personnel that the PRC considers unqualified; unrealistically low or high pricing; unrealistically low or high estimated efforts; and questionable technical or management approaches.

The PRC will not disclose technical, managerial, or pricing solutions to noted deficiencies. The intent of the Discussion is not to initiate a pricing or service auction, but rather to give the Offeror the opportunity to correct proposal deficiencies.

**The PRC shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose, and those attending. Priority Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.**

**If during the discussions there is a need for any substantial clarification or change of the RFP, the request shall be amended by an addendum. Such addenda to the RFP shall be distributed only to the top three (3) Priority Listed Offerors. The top three (3) Priority Listed Offerors shall be permitted to submit new proposals or amend those submitted. After Best & Final Offers are received, final evaluations will be conducted. The PRC will make the final recommendation to the Procurement Officer for selection of the contractor for an award.**

## **7 GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS**

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### **7.1 WITHDRAWAL OF PROPOSALS**

Any Offeror is allowed to withdraw its proposal, either personally or by written request, at any time before opening of the proposals, provided that such notification is received by the Issuing Officer (see Section 2.5, ISSUING OFFICER AND DLNR CONTACT PERSON) before the date of the opening of proposals. Any of the top Priority Listed Offerors may withdraw its proposal, either personally or in writing, at any time before opening of the Best & Final Offer. Negligence on the part of the Offeror in preparing its proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened.

### **7.2 COST OF PROPOSAL PREPARATION**

Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

### **7.3 DISPOSITION OF PROPOSALS**

All proposals become the property of the State of Hawaii. The successful Proposal will be incorporated in the resulting contract by reference. The unsuccessful Proposals become a part of the contract file.

### **7.4 EXECUTION OF CONTRACT**

The successful Offeror will be required to enter into a formal written contract with the State in accordance with the laws, rules and regulations of the State of Hawaii. A sample contract form is included as Appendix F, SAMPLE CONTRACT FROM.

The State does not encourage, and will not in any way be bound by, work performed on behalf of the State without approval by the State. The successful Offeror shall be required

to follow the approved schedule at all times. Any scheduled work performed by the contractor prior to approval by the Issuing Officer to proceed is done at the contractor's own risk.

Offerors warrant and represent that they have read and are familiar with the contractual requirements set forth in this RFP and any appendices and addenda, the provisions of which are expressly incorporated into this RFP by reference as though fully set forth at length herein.

#### **7.5 USE OF FACSIMILES**

Copies of documents transmitted by Offerors via facsimile machines shall be limited to the notice of intention to offer and modifications or withdrawal of an offer pursuant to sections 3-122-108 H.A.R. and 3-122-28 H.A.R., respectively.

#### **7.6 APPROVALS**

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

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## APPENDIX A

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### LETTER OF INTENTION OR DECLINATION

Department of Land and Natural Resources  
Land Division  
1151 Punchbowl Street. Room 220  
Honolulu, Hawaii 96813

To Whom It May Concern:

RE: RFP-98--C-02

This is to acknowledge that we have examined the Department of Land and Natural Resources 'Request for Proposals for Services to study and design a computer and communications system for the Land Division' .

[ ☐ ] **YES**, we **DO** intend to submit a proposal.

[ ☐ ] **NO**, we **DO NOT** intend to submit a proposal.

Reason for declining:

Company \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

## **APPENDIX B**

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### **LETTER OF NON-DISCLOSURE**

Date: \_\_\_\_\_

Department of Accounting and General Services  
Information and Communication Services Division  
1151 Punchbowl Street  
Honolulu, HI 96813

Dear Sirs:

The undersigned agrees that SDM/Structured (hereinafter PRODUCT) is a proprietary product owned by AGS Management Systems, Inc. and has no right to the PRODUCT except to use it in connection with system development, maintenance, or enhancement work and preparation of bid/proposal for such a project. All reasonable precautions to ensure the full confidentiality of this PRODUCT and any modification thereto or derivatives therefrom will be taken.

The undersigned further agrees to the following:

1. The PRODUCT shall not be copied or duplicated nor disclosed to anyone except the employees of the STATE OF HAWAII in connection with their work for the specified project.
2. The PRODUCT or any derivatives shall not be used to compete against AGS management Systems, Inc. nor for any other purposes except in relation to the work for the specified project.
3. There shall be no right to any modifications to or derivatives from the PRODUCT which are produced under the project.
4. All PRODUCT documents and materials shall be returned and no copies retained. All PRODUCT documents or materials shall be delivered to the State no later than the completion date of the project or earlier termination or the date bid/proposal submissions are due, as the case may be.
5. All notes, memoranda, or work papers which are prepared for work under the project and which discuss or relate to the PRODUCT shall be delivered to the State. The delivery shall occur no later than the completion date of the project or earlier termination or the date bid/proposal submissions are due, as the case may be.

## **APPENDIX B**

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### **LETTER OF NON-DISCLOSURE**

AGREED TO BY:

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_.



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## **APPENDIX C**

### **PROPOSAL SUBMISSION FORMS**

This appendix is included to aid the Offeror in submitting a proposal. It contains copies of necessary forms.

The following pages are included:

#### **TAX CLEARANCE PACKET**

- NOTICE TAX CLEARANCE REQUIRED, SPO Form Temp A (12/16/96)
- CERTIFICATION FOR TAX CLEARANCE, SPO Form Temp B (7/1/96)
- TAX CLEARANCE APPLICATION, FORM A-6

ICSD T-999a, STAFF REFERENCE INFORMATION

ICSD T-999c, CORPORATE REFERENCES

ICSD T-999e, SUBCONTRACTOR REFERENCES

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## **APPENDIX D**

### **SPECIAL PROVISIONS**

The Special Provisions Section is included in this appendix as a separate document.

### **SCOPE OF WORK**

This RFP solicits offers to evaluate the Land Division's system requirements, to complete analysis of alternatives, including preparation of bid specifications for hardware and software, and to prepare a phased approach and plan for the computerization of the Land Division.

The Land Division seeks the following services:

- 1) Conduct a review of the Land Division's current data processing systems and workflows;
- 2) Assess system needs, including process, function, data, security and other technical requirements, preferably utilizing modeling techniques;
- 3) Assess alternative short- and long-term data processing solutions, including cost benefit, other tangible benefits, intangible considerations and analysis and recommendations;
- 4) Upon selection by the State of a solution, prepare technical specifications for software and/or hardware to be acquired.
- 5) Develop a comprehensive, phased plan which will allow the State to continue development/implementation of the selected solution/system design for the Land Division.

It is the responsibility of the Contractor to deliver all the products and services detailed in this RFP in accordance with the State standard methodology for the tasks and activities, as well as deliverable phase end documents for the System Requirements Definition and the System Design Alternatives Phases and documents (or a pre-approved contractor methodology and its tasks/activities and documentation). Proposed work shall be in accordance with these Special Provisions, specifications, and the General Terms and Conditions, included by reference and made a part hereof. Copies of the General Terms and Conditions are contained in of this RFP.

### **TERM OF CONTRACT**

Term of contract shall be for eight (8) months beginning June 29, 1998 and ending February 28, 1999. The project/contract may be extended by mutual agreement for one (1) additional mutually agreed period.

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## APPENDIX D

### MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to this RFP. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

### BID PREPARATION

Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If the offer is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Offer Guaranty. An offer guaranty (bid deposit) is NOT required for this Invitation for Bids.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Services (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances. (see Appendix J)

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in services at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in services may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	mm/dd/yy
IRS approval stamp date:	mm/dd/yy
Tax Clearance valid:	mm/dd/yy to mm/dd/yy

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

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## APPENDIX D

**Since this a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form Temp B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.**

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Bid prices shall include all costs including applicable State and County taxes. Contractor is responsible for all costs for labor, materials, equipment, cards, hardware and software necessary to complete all contracted services described herein.

### METHOD OF AWARD

Prior to Awarding Contract, the State will require verification of the following insurance coverages:

- Worker's Compensation
- Temporary Disability
- Unemployment Insurance
- Prepaid Health Insurance

### EXECUTION OF CONTRACT

Successful offeror shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

If the option(s) to extend for the additional periods are mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

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## APPENDIX D

### PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

### ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS & CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms & Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms & Conditions, which apply specifically to the Request for Proposals method of source selection, are not applicable to Invitations for Bids. Also sections 2.10 and 2.13, which apply specifically to the Invitation for Bids method of source selection, are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

### PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work as specified.

### WORK PROGRESS

In the event the Contractor anticipates or encounters any difficulties with regard to targeted completion dates or any requirement of the contract, the Contractor shall, in writing, immediately notify the DLNR, providing all pertinent details which will be for informational purposes only. Receipt of such notification by the DLNR shall not constitute any expressed or implied agreement

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## **APPENDIX D**

of modification to the contract.

### **CUTTING AND FITTING**

No cutting, notching, drilling, or altering of any kind shall be done to the building by the Contractor without first obtaining permission from the DLNR.

### **BUILDING REPAIRS**

The Contractor shall be liable and responsible for any building repairs required by reason of Contractor's work and caused by negligence of Contractor's employees. Any required repairs of any kind shall be made at the cost of the Contractor. The Contractor shall take the necessary precautions to protect the building areas adjacent to Contractor's work.

### **ACCESS AND AUTHORITY**

The work shall be available for inspection, at any time, by the DLNR or its representatives. All materials and work not in conformity with the specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced with those called for in the specifications.

The DLNR's representatives shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped if, in their judgment, the materials furnished or the work being done is not in strict accordance with the Specifications herein, or until any objectionable person or material is removed from the premises, and shall have the right to declare the contract forfeited for nonperformance when not being executed according to the intent and meaning of the contract, drawings, and Specifications. Such stoppage, suspension, or forfeiture shall not in any way invalidate any terms of the contract, and no extra charge shall be allowed the Contractor by reason of such stoppage or suspension. The State shall notify the Contractor in writing of any deviations in the performance of the Contractor's obligations herein, and the Contractor shall be given a twenty-four (24) hour period to cure such deviations to the satisfaction of the State before executing the Contractor's rights hereunder.

### **CLEAR AWAY**

Throughout the progress of work under this contract, the Contractor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work done by the Contractor and leave the work areas in a "broom clean" condition on a daily basis. At the completion of its work, the Contractor shall leave the premises in a clean and finished condition.

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## APPENDIX D

### LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P.O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

### INVOICING

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## APPENDIX D

Contractor shall send an original and three (3) copies of the invoice(s) to:

Department of Land and Natural Resources

Land Division

1151 Punchbowl Street, Room 220

Honolulu, Hawaii 96813

Attention: Dierdre S. Mamiya

Telephone: (808) 587-0426

### **RATE OF WAGES & WAGE CERTIFICATE**

- a. Section 103-55, HRS. Refer to Section 2.8 of the General Terms and Conditions. Contractor shall complete and submit the attached Wage Certificate by which contractor certifies that the services required will be performed pursuant to Section 103-55, HRS.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar to Offeror's network installers, Offeror must sign the Wage Certificate to show compliance with Section No. 2 of the certificate.

Work described in sections 2.20 to 2.22 of this RFP shall be performed by employees paid in accordance with the requirements of Chapter 104, HRS (see subsection *b* below).

- b. Chapter 104, HRS. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations shall be paid to the various classes of Electrician engaged in the performance of this contract on the job site (if Offeror engages the services of an Electrician for this project). All work shall be done in accordance with *Attachment A* to this RFP. Reference is made to Chapter 104, HRS, Wages and Hours of Employees on Public Works.



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## **APPENDIX D**

# **ATTACHMENTS**

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## **APPENDIX D**

### **ATTACHMENT A**

#### **REQUIREMENTS OF CHAPTER 104, HRS**

#### **WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS**

Pursuant to Chapter 104, HRS, the minimum wages that shall be paid to the various classes of laborers and mechanics engaged in the performance of the contract on the job site shall be in accordance with the attached schedule of wages promulgated by the director of the Department of Labor and Industrial Relations.

The minimum wages shall be periodically increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the director of labor and industrial relations.

No laborer or mechanic employed on the job site of any public work of the State or any political subdivision thereof shall be permitted or required to work on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday, and a legal holiday of the State or in excess of eight hours on any other day. For purposes of determining overtime compensation, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the director to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the State.

The contractor or the contractor's subcontractor shall pay all mechanics and laborers (listed on the attached schedule) employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account, except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five working days prior to the time of payment, at wage rates not less than those stated in the contract and specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics.

The rates of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the rates of wages shall be given to each laborer and mechanic employed under the contract by the contractor at the time each laborer and mechanic is employed, provided that where there is a collective bargaining agreement the contractor does not have to provide the contract's employees the wage rate schedules.

The governmental contracting agency may withhold from the contractor so much of the accrued payments as the governmental contracting agency may consider necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the job site the difference between the wages required by the contract or specifications and the wages received and not refunded by the laborers and mechanics.

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## APPENDIX D

A certified copy of all payrolls shall be submitted weekly to the governmental contracting agency. The general contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the director of labor and industrial relations attached to the contract, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed.

Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the general contractor and the general contractor's subcontractors, if any, during the course of the work and preserved for a period of three years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The records shall be made available for inspection by the governmental contracting agency, director, and any authorized representatives thereof who may also interview employees during working hours on the job.

If the governmental contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract or the specifications, or has not received the laborer's or mechanic's full overtime compensation, the governmental contracting agency may, by written notice to the contractor, terminate the contractor's right, or the right of any subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the contractor and the contractor's sureties (if any) shall be liable to the governmental contracting agency for any excess costs occasioned thereby.

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## **APPENDIX E**

### **GENERAL CONDITIONS**

The General Conditions is included in this appendix as a separate document. All subsequent page references relate only to this document.

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## **APPENDIX F**

### **SAMPLE CONTRACT FORM**

The following sample contract form is included in this appendix as a separate document meant to provide prospective Offerors with an idea of the general provisions that will be incorporated into the contract.

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## APPENDIX G

### PROPOSAL COMPLIANCE REVIEW

FOR RFP-98-C-02  
March 1998

NAME OF OFFEROR:

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#### CHECKLIST:

- \_\_\_\_\_ 1. The Proposal package or envelope was received by the deadline specified in section 2.4, SIGNIFICANT DATES.
- \_\_\_\_\_ 2. The package which contains the Proposal is marked "DLNR LAND DIVISION PROJECT PROPOSAL, RFP-98-C-02", includes DLNR's address, and indicate the name, address, telephone number and fax number of the Offeror
- \_\_\_\_\_ 3. The package or envelope indicates the name, address, telephone number and fax number of the Offeror.
- \_\_\_\_\_ 4. The package or envelope was sealed.
- \_\_\_\_\_ 5. There are five (5) sets of the Proposal. One is single-sided, unbound, marked "ORIGINAL", and signed by someone with the authority to commit Offeror. The others are marked as "COPY \_\_\_\_ of 4".
- \_\_\_\_\_ 6. The Proposal includes the following section titles:
  - Section I TRANSMITTAL LETTER
  - Section II EXECUTIVE SUMMARY
  - Section III PROJECT APPROACH, WORK PLAN AND SCHEDULE
  - Section IV PROJECT ORGANIZATION AND STAFFING
  - Section V CORPORATE BACKGROUND AND EXPERIENCE
  - Section VI WARRANTIES
  - Section VII PRICE
  - Section VIII CERTIFICATION
  - Section VIII EXCEPTIONS TO RFP
  
  - Attachment A STAFF RESUMÉS
  - Attachment B STAFF REFERENCES
  - Attachment C CORPORATE FINANCIALS
  - Attachment D CORPORATE REFERENCES
  - Attachment E CORPORATE TAX CLEARANCE
  - Attachment F SUBCONTRACTOR REFERENCES
  - Attachment G-Z (as assigned by Offeror)

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## APPENDIX G

### PROPOSAL COMPLIANCE REVIEW

FOR RFP-98-C-02  
March 1998

NAME OF OFFEROR:

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#### CHECKLIST:

- \_\_\_\_\_ 7. The accompanying transmittal letter is in the form of a standard business letter on official business letterhead paper and is signed by an individual authorized to legally bind the Offeror.
- \_\_\_\_\_ 8. The transmittal letter includes the following information:
- a. A statement indicating that the Offeror is a corporation or other legal entity.
  - b. A statement that the Offeror is or will be registered to do business in Hawaii and will have obtained a State General Excise Tax License by the start of the work.
  - c. A statement acknowledging that all addenda to this RFP have been received by the Offeror. If no addenda have been received, a statement to that effect should be included.
  - d. A statement that the Offeror's prices listed in the Proposal are firm and shall remain so throughout the period during which the contract is issued and the work is performed.
- \_\_\_\_\_ 9. If the use of one or more subcontractors is proposed, a statement from each subcontractor is appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor.
  - b. Subcontractor's willingness to perform the work indicated.
- \_\_\_\_\_ 10. Section II, EXECUTIVE SUMMARY, provides an overview of the entire proposal.
- \_\_\_\_\_ 11. Section III, CORPORATE BACKGROUND AND EXPERIENCE, provides descriptions of projects completed by the Offeror and, for each, includes the client's name, a brief description of the project, the time period of the project and the computer environment used.
- \_\_\_\_\_ 12. Section III, CORPORATE BACKGROUND AND EXPERIENCE, identifies any litigation currently impacting the company. If there is no litigation, a statement to that effect is included.

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## APPENDIX G

### PROPOSAL COMPLIANCE REVIEW

FOR RFP-98-C-02  
March 1998

NAME OF OFFEROR:

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#### CHECKLIST:

- \_\_\_\_\_ 13. Section IV, PROJECT ORGANIZATION AND STAFFING, includes an organization chart showing the chain of authority and responsibility of the Offeror's project personnel.
- \_\_\_\_\_ 14. Section VIII, CERTIFICATION, contains the following statements:
  - a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
  - b. Unless otherwise required by law, the prices and cost data which were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
  - c. No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.
  - d. The proposals shall remain in effect for six (6) months following the date that Proposals are due.
- \_\_\_\_\_ 15. Attachment A includes a resumé for each person who appears on the organization chart contained in Section IV, PROJECT ORGANIZATION AND STAFFING.
- \_\_\_\_\_ 16. Attachment B includes at least one (1) ICSD T-999a, STAFF REFERENCE INFORMATION form for each person for whom a resumé is submitted.
- \_\_\_\_\_ 17. Attachment C includes a copy of the financial statement or balance sheet for the Offeror's company.
- \_\_\_\_\_ 18. Attachment D includes at least one (1) ICSD T-999c, CORPORATE REFERENCES form containing three (3) corporate references.
- \_\_\_\_\_ 19. Attachment E includes the tax clearance form with the State and the Federal approval stamps.
- \_\_\_\_\_ 20. The State and Federal tax clearance dates were valid on the solicitation ad date or any date thereafter up to the Proposal Due date.
- \_\_\_\_\_ 21. The ORIGINAL has been checked to ensure that any and all modifications or corrections are made in ink and initialed in ink by the person signing the proposal for the Offeror.



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## APPENDIX G

### PROPOSAL COMPLIANCE REVIEW

FOR RFP-98-C-02  
March 1998

NAME OF OFFEROR:

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#### CHECKLIST:

- \_\_\_\_\_ 22. All changes that are made to the ORIGINAL are legible and the initials are recognizable.
- \_\_\_\_\_ 23. All changes that are made to the ORIGINAL also appear in all copies of the Proposal.
- \_\_\_\_\_ 24. The Proposal has passed the Proposal Review Committee (PRC) procedure for Staff Checking for personal reference and employment verification of people for whom resumés were submitted.
- \_\_\_\_\_ 25. The Proposal has passed the PRC procedure for Corporate Checking for review of the financial background and verification of client references whose names were submitted.
- \_\_\_\_\_ 26. The Proposal has passed the PRC procedure for Subcontractor\_\_\_\_\_

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## **APPENDIX H**

### **DLNR ORGANIZATIONAL CHART**

The following DLNR Organizational chart included in this appendix is meant for informational purposes only.

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## **APPENDIX I**

### **DLNR LAND OFFICE WIDE AREA NETWORK CHART**